



**STATE OF TENNESSEE
DEPARTMENT OF COMMERCE AND INSURANCE**

Insurance Division - Self-Insurance
500 James Robertson Parkway, 4th Floor
Nashville, Tennessee 37243-1132

**MINIMUM DOCUMENTATION REQUIRED FOR DEPARTMENT TO BEGIN REVIEW
OF SELF-INSURED WORKERS' COMPENSATION POOLS**

(NOTE: PARTIAL SUBMISSIONS OF THE FOLLOWING ARE NOT ACCEPTABLE)

1. Nonrefundable review fee of \$500.00 made payable to the Tennessee Department of Commerce and Insurance.
2. Employers application for group coverage, fully completed, properly signed and notarized.
3. Application to serve as Administrator of Group Self-Insured Pool, fully completed, properly signed and notarized.
4. Copy of Articles of Association.
5. Copy of Administrator Agreement.
6. Copy of Service Company Agreement.
7. Copy of By-Laws.
8. Copy of agreement between group and each member, securing the payment of Workers Compensation Benefits (trust agreement).
9. List of initial Board of Trustees including addresses.
10. Address in the state where books and records of group will be maintained at all times.
11. Proof of payment to group by each member of not less than 25% of that members first year estimated annual net premium.
12. Fidelity Bond for Administrator.
13. Fidelity Bond for Service Company.
14. Actuarial Opinion / feasibility study.



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**THE FOLLOWING DOCUMENTS SHALL BE FILED FOR EACH INITIAL CORE GROUP
MEMBER, AS WELL AS FUTURE MEMBERS**

1. Fully completed application for group membership, properly signed and notarized.
2. Indemnity agreement fully completed, properly signed and notarized.
3. Current experience modifier.
4. Complete loss data for past three years.
5. Most current financial statement including, but not limited to balance sheet and income statement. (Acceptable financials - CPA prepared audited financial statement, CPA prepared compilation report, or Tennessee Franchise and Excise Tax Return including form 1120.)



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EMPLOYER'S APPLICATION FOR GROUP COVERAGE

To The Commerce and Insurance Commissioner of Tennessee:

The undersigned, a duly authorized representative of a group of employers subject to the provisions of The Tennessee Workers' Compensation Act and organized under the laws of the State of Tennessee for the purpose of qualifying as a Group Self-Insurer, certifies that such employers have duly entered into agreements to pool their liabilities in accordance with Tennessee Statute T.C.A. Section 50-6-405 (c) and the applicable Rules for Group Self-Insurers of the Act and that such agreement is attached hereto and does make application for approval of the establishment of a Group Self-Insurer to pay compensation benefits direct to the employees of such employer members.

1. Name of Group Self-Insurer _____

2. Address —Principal Office _____

3. Address of Principal Office of Association or Group _____

4. Desired Effective Date of the Group _____, 20 _____

5. Name and Address of Designated Depository _____

6. Fund Balance in Depository as of Application Date _____

7. Estimated Number of First Year Members _____

8. Estimated Amount of First Year Premium _____

9. Field of Common Interest _____

10. Name and Address of Administrator _____

11. Name and Address of Duly Qualified Service Company _____

THE FOLLOWING MUST ACCOMPANY THE APPLICATION

- _____ A copy of the Indemnity Agreement among the Members.
- _____ A copy of any contract, endorsement or application form the Pool may use.
- _____ An “Application for Group Membership” from each member of the Pool.
- _____ An “Application to serve as Administrator of Group Self-Insurance Pool” from the Administrator of the Pool.

In consideration of the approval of this application, the applicant hereby agrees to the following:

- A. The applicant on behalf of its members, will fully meet and comply with all obligations imposed by the provisions of the Tennessee Workers’ Compensation Act.
- B. The applicant will deposit with the Commissioner acceptable securities or post a corporate surety bond as prescribed; will furnish excess Workers’ Compensation Insurance as prescribed; will pay tax assessments as prescribed; will comply with all reporting procedures as prescribed; will furnish necessary fiduciary bonds as prescribed; will accept as future members of the Group financially sound employers who have a common interest as prescribed; and will submit an application remittance in the amount of \$500.00, payable to the Tennessee Department of Commerce and Insurance.

Therefore, we respectfully request that authority be granted to our named Group for the privilege of Receiving a Certificate of Authority to act as a Self-Insurer under the Tennessee Workers’ Compensation Law to be effective on the _____ day of _____ 20 ____.

By _____
(Chairman, Board of Trustees)

State of Tennessee
County of _____

Subscribed and sworn to me by _____
on this _____ day of _____,
20_____.

(Notary Public)

My Commission Expires: _____



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APPLICATION FOR GROUP MEMBERSHIP

Application For Membership In The _____
_____ Group Self-Insurer.

1. Name _____
2. Address _____
3. Federal Employer Identification Number _____
4. Applicant is: () Corporation () Partnership () Individual
5. Nature of Business _____
6. List of Partners, Owners or Corporate Officers:

NAME	ADDRESS	TITLE	PERCENTAGE OWNERSHIP
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

7. Number of Employees Working for Applicant in Tennessee at This Time _____ .
8. Amount of Annual Payroll During Past Year for Applicants’ Employees Working in Tennessee _____ .
9. Current Payroll or Projected Payroll for Applicants’ Employees Working in Tennessee _____ .
10. Give the Following Payroll Facts for the Past Twelve Months Period Ended _____ .
- 20_____ .

AMOUNT OF TENNESSEE PAYROLL BY OCCUPATIONAL CLASSIFICATION

No. of Employees	Classification	Payroll	Manual Code	Rate Per \$100	Annual Premium
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
Total premiums paid for the above period _____					\$ _____

11. Tennessee Workers’ Compensation and Employer’s Liability Insurance coverage prior to effective date carried by: _____
12. We hereby formally apply for continuing membership in the above named Group, to be effective on _____, 20_____, and if accepted by its duly authorized representative, do hereby designate and appoint the named manager of the Group as our agent-in-fact in all matters relating to the Workers’ Compensation Act and/or employer’s liability. We further agree as follows:
- A. To accept and be bound by the provisions of the Tennessee Workers’ Compensation Act.
 - B. That by application and reference, the terms and provisions of the group Indemnity Agreement and/or Amendment thereto filed, or any renewal Indemnity Agreement which hereafter be filed with the Tennessee Insurance Commissioner are hereby adopted, approved, ratified and confirmed by us: and further, we agree to assume all of the obligations set forth therein, including but not limited to our joint and several liabilities for payment of any lawful awards against any member of the Group.
 - C. To abide by the rules and regulations of the Trustees of the Group and to conform to the term of the agreements they may enter into with any authorized service company as long as we remain a member of the Group.
 - D. We agree to give at least thirty (30) days written notice to the Group prior to our withdrawal as a member. Too, in the event, of any change in ownership, corporate structure, legal entity, nature of business or if any locations are to be added or deleted, we agree to so notify the Group immediately. The Group will give written notice thirty (30) days prior to cancellation or expulsion of any member.

(Applicant)

By _____
(Official and Title)

State of Tennessee
County of _____

Subscribed and sworn to me by _____
on this _____ day of _____, 20_____.

(Notary Public)

My Commission Expires: _____

Application and supporting documents of _____
Have been properly received and noted. Said applicant is hereby approved and accepted for membership in the Group effective _____
day of _____, 20_____.

(Name of Group)

By _____
Chairman, Board of Trustees

Date of Signing _____

AFFIDAVIT

County_____

State _____

I. _____ , the undersigned, being the _____

_____ of the _____
(Title) (Name of Administrator)

_____ , swear (or affirm) that to the best of my knowledge and belief, the statements contained in the application, including the accompanying documents are true and complete.

By: _____

Sworn before me this _____ day of _____, 20____ .

(Notary Public)

My Commission Expires: _____



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**APPLICATION TO SERVE AS ADMINISTRATOR OF
GROUP SELF-INSURANCE POOL**

To The Insurance Commissioner of Tennessee and the _____
_____ Pool:

Application is hereby made to administer the Pool.

(If additional space is required to answer any question, use separate sheet of paper, numbering each to correspond to the question being answered.)

- 1. Name _____
- 2. Address _____
- 3. Telephone Number _____
- 4. Name of Pool _____
- 5. Address of Pool _____
- 6. Status: () Corporation () Partnership () Individual
- 7. List Names and Addresses of Owners and Partners _____

8. If Administrator is a company, list name and address of Resident Agent _____

9. List the names, addresses, and the titles of the officers and directors of the administrator.

NAME	ADDRESS	TITLE
_____	_____	_____
_____	_____	_____
_____	_____	_____

- 10. Have any of the above-named people been convicted of any crime other than minor traffic violations within the last ten years? _____
If so, explain. _____
- 11. Is any officer or trustee of the Pool an owner, partner, officer, director, stockholder or employee of the administrator or any parent or affiliate company? _____
- 12. Are you affiliated with or a subsidiary of a company licensed to transact insurance in this state?
If so, list names and addresses. _____
- 13. List all administrative services you intend to perform.

Enclose a copy of your most recent audited statement of your financial condition (or the most recent annual statement if an Insurance company) and of any agreement or contract between you and the Pool.

In consideration for this application, the applicant agrees as follows:

- (A) That the Applicant will comply with T.C.A. Section 50-6-405 (c), the Regulations promulgated thereunder, all lawful Orders of the Commissioner, the Rules and Orders of the Workers’ Compensation Division, the rules, regulations and bylaws of the Pool and the terms of any contract with the Pool approved by the Commissioner.
- (B) That the Applicant and its employees will be in a Fiduciary Relationship with respect to any monies of the Pool received, collected, disbursed or invested.
- (C) That the Pool will not guarantee any financial obligation of the Applicant or any of its employees.
- (D) That the Applicant, its employees, and any company or firm in which the Applicant is interested will not deposit or Invest the Pool’s assets except in the name of the Pool; borrow the assets of the Pool; be pecuniarily interested in any loan, pledge of deposit, security, investment, sale, purchase, exchange, reinsurance or other similar transaction or property of the Pool; take or receive for his or their own use any fee, brokerage, commission, gift or other consideration of the Pool except in accordance with Section 50-6-405 (c), or for reasonable compensation for services performed or sales or purchases made to or for the Pool in accordance with the terms of a contract approved by the Commissioner.
- (E) That the Applicant will obtain and maintain a fidelity bond in the amount of \$100,000 written by a company authorized to transact insurance in this state and will submit a copy of the bond to the Commissioner.
- (F) That the Applicant, if requested by the Commissioner, will obtain errors and omissions coverage or other appropriate liability insurance written by a company authorized to transact insurance in this state, in the amount of at least \$100,000, and that it will notify the Commissioner at least thirty (30) days before the proposed effective date of any change in this policy.

(Print Name of Administrator)

BY: _____

(Print Name)

(Print Title)

(Date)



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Bond No. _____

Effective
Date _____

GROUP SELF-INSURANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that _____
_____, a group self-insurance pool as defined in the laws of the State
of _____ as Principal, _____ a corpora-
tion duly incorporated under the laws of the State of _____ as Surety, are
held and firmly bound unto the State of Tennessee in the full and just sum of _____
dollars, current money of the United States, to be paid to the State of Tennessee, to the payment we hereby bind
ourselves and each of us, our and each of our successors and assigns, jointly and severally, firmly by these
presents, sealed with our seals and dated this _____ day of _____
A.D., 20 _____

WHEREAS, the above bounden _____
did on the _____ day of _____, A.D., 20 _____, file with the
Commissioner of Commerce and Insurance of the State of Tennessee its application for a certificate of authority
for group Self-insurance pool under T.C.A. Section 50-6-405 (c), of the laws of Tennessee.

AND WHEREAS, the Commissioner on the _____ day of _____
A.D., 20 _____, granted the application for the certificate of authority upon condition that _____
_____ group self-insurance pool enter into bond in the penalty of _____
dollars conditioned among other things that the pool shall abide by and perform the requirements of the
aforesaid law with reference to paying or furnishing Compensation, medical or surgical services, etc., and the
rules and regulations that are now or may hereafter be adopted by the Commissioner of Commerce and
Insurance and the Workers' Compensation Division.

NOW, THEREFORE, the condition of this obligation is such that if the above bounden _____
_____ Shall well and truly, from time to time, and at all times hereafter, abide by
and perform all the requirements of the aforesaid Act and of any amendments thereto, respecting the payment
of Compensation and furnishing at its own cost and expense, of medical, surgical and other services and funeral
expenses to said employees and their dependents, then this obligation shall be void, otherwise to remain in full
force and effect.

This Bond is and shall be construed to be a direct obligation by the Principal and Surety herein either jointly or severally, to the person who may entitle to such sum for medical, surgical and other services, funeral expenses of Compensation and may be sued upon and enforced in the name or names of such person or persons.

This Bond may be cancelled at any time by the Surety upon giving thirty (30) days written notice to the Commissioner of Commerce and Insurance of the State of Tennessee, in which event liability of the Surety shall, at the expiration of the said thirty (30) days, cease and determine, except as to such liability of the Principal on account of injury or death to any covered employees, as may have accrued prior to the expiration of the thirty (30) days, it being understood that the Surety shall be liable, within the penal sum mentioned herein, for the default of the Principal in fully discharging any liability on its part accruing during the life of this obligation.

IN WITNESS WHEREOF, the said pool has caused these presents to be executed by the signature of the Chairman of its Board of Trustees, and the Surety has caused there presents to be executed by the signature of its President, and its corporate seal attached hereto, attested by its Secretary.

Per _____
Chairman, Board of Trustees

Attest as to seal:

Per _____
President

Secretary

INDEMNITY AGREEMENT

THIS AGREEMENT, made and entered into as of this _____ day of _____, 20 _____, by and among the _____, acting by and through its Board of Trustees, and all persons who are now or hereafter become MEMBERS of the Trust.

WITNESSETH:

WHEREAS, the undersigned persons, partnerships, corporations or other entities, hereinafter referred to as , “Members”, wish to pool their liabilities under the Tennessee Workers’ Compensation Act and, specifically, as authorized by Section 50-6-405 (c), Tennessee Code Annotated and Chapter 0780-1-54 of the Rules of the Tennessee Department of Commerce and Insurance; and

WHEREAS, the Members have organized and created a Trust known as the _____

(the “Trust”) to hold and administer the self-insurance fund to be contributed by Members (the “Fund); and

WHEREAS, the persons named in Exhibit “A” have been designated as the first Board of Trustees of the Trust to direct the affairs of the Trust and to authorize the admission of future Members of the Trust until their successors are elected; and

WHEREAS, the Board of Trustees has designated _____
as Service Agent for the Trust; and

WHEREAS, the Members wish to agree that the Trust and each Member will, jointly and severally, assume and discharge by payment any final, nonappealable, awards entered in the Courts of the State of Tennessee against any Member of the Trust, or the Trust itself, for workers’ compensation benefits for employees or their dependents;

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties to this instrument, agree as follows:

1. The Members, jointly and severally, will pay any final award based upon a claim against any of them under the workers’ compensation laws of the State of Tennessee; and the Trust will pay any assessments lawfully levied against it by the State of Tennessee.

2. This Agreement is a mutual covenant of assumption and not a partnership.

3. The Board of Trustees will set up, operate, and enforce the administrative rules, regulations and bylaws of the Trust and the Fund.

4. (a) The Members ratify and confirm the appointment by the Board of Trustees of _____, as Service Agent for the Fund, the Trust and its Members, individually and collectively; provided, however, that the Board of Trustees reserves the right to designate a new Service Agent from time to time.

(b) The Service Agent shall determine all Contributions due to the Trust from the Members, pay all approved items of expense as directed by the Board of Trustees, and submit a monthly account of all monies so handled.

(c) For its services to the Fund and Trust, the Service Agent shall receive a fee to be negotiated from time to time with the Board of Trustees. Such fee shall be compensation in full for all services and expenses contracted for with the Trust, including counseling with the Trustees as to safety hazards, claims handling and investigations, and providing for excess insurance coverage.

(d) The Service Agent's books and records shall be open to inspection by the Tennessee Department of Commerce and Insurance (the "Department") and by the Trustees or their agents at all reasonable times.

5. The Administrator, to be appointed by the Board of Trustees, shall deposit to the account of the Trust, at any bank or banks located in the State of Tennessee designated by the Board of Trustees, all contributions as and when collected, and said monies shall be disbursed only as provided by: (1) the rules, regulations, and bylaws of the Trust; (2) the agreement between the Trust and the Service Agent; and (3) the rules of the Department.

6. The Trust shall procure excess insurance coverage to protect its member against excess losses. Initial excess insurance coverage shall be _____ Loss Fund in the aggregate and statutory limits excess of _____ SIR specific insurance per claim per occurrence.

7. (a) The Board of Trustees may admit as Members of the Trust only those who meet the criteria for membership established by the Board. The Board shall be the sole judge of whether or not an applicant shall be admitted to membership.

(b) A member may be suspended or expelled from the Trust after thirty (30) days written notice, (or ten (10) days written notice in the event of nonpayment of contribution and/or assessment) has been given to such Member stating when such cancellation shall be effective, and no liability shall accrue to the Trust or its Members for any accident to an employee of a suspended or expelled member occurring after the effective date of such suspension or expulsion.

(c) Grounds for suspension or expulsion shall be nonpayment of premium, failure to follow required safety guidelines and procedures, failure to allow reasonable safety surveys, failure to report losses immediately, failure to cooperate with the claims process, failure to cooperate with the payroll audit process, adverse loss experience or failure to maintain status as a member in good standing of the _____.

(d) In addition, any member that becomes insolvent, files a voluntary petition in bankruptcy or has a petition for involuntary bankruptcy filed against it may be expelled from membership in the discretion of the Board of Trustees. Such expulsion shall become effective after the same notice provided in (b) above.

8. Rules and regulation for administering the Trust and the admission and expulsion or suspension of members shall be promulgated by the Board of Trustees and furnished to the Members. Pending such promulgation, each Member agrees to abide by the following rules and regulations:

a. Each Member shall initiate and maintain a safety program to provide its employees safe and sanitary working conditions and shall follow the general recommendations of the employees. Each Member shall allow representatives of the Trust and the Service Agent access to all work sites for the purpose of determining whether the member's safety program and practices meet the Trust's criteria for membership in the Trust. Each Member shall nevertheless remain solely responsible for all decisions concerning its safety programs and practices and may not rely exclusively upon evaluation and/or recommendations made by the Trust, the Service

Agent, the Administrator, or their representatives in making final decisions concerning its safety program and practices.

b. In the event of an accident or a reported claim, the Member shall make immediate provision for remedial care for its employees, and shall give immediate notice of the accident to the Service Agent on the prescribed forms.

c. Each Member shall pay promptly all contributions and assessments required by the Trust. This requirement shall also extend to former Members who were such during any part of the year(s) for which the contribution or assessment is due. The amount of such contributions will be determined by applying applicable experience modification to the rates for the exposure to risk. The required contribution may be reduced by any discount allowed by the Board of Trustees. In the event of a loss fund deficit, the Board of Trustees may adopt any plan it deems equitable for the elimination of such deficit.

d. Each member hereby appoints the Service Agent as its agent and attorney-in –fact, to act in its behalf and to execute in its name all such contracts, reports, waivers, agreements, and excess insurance contracts as the Service Agent may deem necessary or desirable; and to make or arrange for payment of claims, medical expenses, and all other things required or necessary, insofar as they affect its worker’s compensation liability under Tennessee law and are covered by the terms of the Trust and the rules and regulations as now provided or as hereafter promulgated by the Board of Trustees.

e. In the event of the payment of any loss by the Trust under this contract, the Trust Shall be subrogated, to the extent of such payment, to all the rights of the Member against any person or other entity legally responsible for damages for the loss, and in such event, the Member shall render all reasonable assistance, other than pecuniary, to effect recovery.

f. Each Member shall give the Trust, the Service Agent, and any of their agents, servants, employees or attorneys, permission and access at all reasonable times to examine the Member’s work place, plant work, machinery, and appliances covered by this Agreement, and shall permit such persons at all reasonable times while such person is a Member and within two (2) years after the final termination of membership to examine the Member’s books, vouchers, contracts, documents, and records of any and every kind which show or tend to show or verify the contribution which is payable under the terms hereof.

9. The Trust agrees as follows:

a. The Trust will defend, in the name of the Member and on its behalf any suits or other proceedings which may at any time be instituted against such member on account of injuries or death within the purview of the Tennessee Workers’ Compensation Act, including suits or other proceedings alleging such injuries and demanding damages or compensation therefor, although such suits, other proceedings, allegations or demands are wholly groundless, false or fraudulent. The Trust will pay all costs taxed against a member in any legal proceedings defended on its behalf, all interest accruing after entry of judgement, and all expenses incurred for investigation, negotiation or defense.

b. Liability of the Trust to the employees of any Member is specifically limited to such obligations as are imposed by Tennessee law against the Member for workers' compensation benefits. The coverage of the Trust does not apply to punitive or exemplary damages on account of such injuries to any employee in violation of law.

c. The Trust will provide each prospective Member at the time of application for membership a written description of any refund plan then in effect.

10. The Board of Trustees is authorized to set aside from the contributions collected a reasonable sum for the operating and administrative expenses of the Trust, including the compensation of the Administrator. All remaining funds of the Trust shall be set aside and used for the following purposes only:

a. Payment of the Services Agent's fee as provided in Paragraph 4, *supra*.

b. Payment of medical, surgical, hospital, and nursing expenses, and other workers' compensation benefits to employees or their dependents covered by this Agreement, including settlements, awards, judgements, and costs in all contested cases.

c. Payment of lawful assessments required by the State of Tennessee.

d. Payment of the cost of all bonds and auditing expenses required of the Trust or its agents or employees.

e. Reimbursements legally required pursuant to the terms of any bonds, excess insurance policy or similar agreement entered into by the Trust.

f. Distributions to members in such manner as the Trustees shall deem equitable, (including (i) providing that any Member may share in prorate distribution of dividends regardless of when such dividends are declared so long as such Member participated during the year for which distributions is made, and (ii) providing that payment of a refund shall not be contingent on continued membership in the group.) of up to 90% of any excess monies remaining after payment of claims and claims expenses and reserves; provided, however, that no such distribution shall be made earlier than twelve (12) months after the end of such fiscal year. Each member shall be given a written description of the refund plan at the time of application for membership.

11. The Trust shall operate on a fiscal year from 12:01 a.m., January 1 to midnight of December 31 of each year. Application for membership, when approved in writing by the Board of Trustees, or its designee, shall constitute a continuing contract for each succeeding fiscal period unless cancelled by the Board of Trustees, or unless the Member shall have resigned or withdrawn from the Trust by written notice.

12. The Members, joint and severally, agree that there will be no disbursements to Members out of the assets of the Trust in the form of dividends or distributions of accumulated reserves until provision has been made for the Trusts obligations under the Workers' Compensation Law and then only at the discretion of the Board of Trustees.

13. Any Member who formally applies for membership in the Trust and is accepted by the Board of Trustees shall automatically become a party to this Agreement, bound by all its terms and conditions, and said application shall constitute a counterpart of this Agreement.

IN WITNESS WHEREOF, the _____
Has caused this agreement to be signed by the duly authorized Chairman of its Board of Trustees and each Member.

WITNESSES:

_____ BY: _____
(Chairman, Board of Trustees)

(Applicant)

by _____
(Official and Title)

State of Tennessee
County of _____

Subscribed and sworn to me by _____
On this _____ day of _____ 20 _____.

(Notary Public)

My Commission Expires:
